IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.2178 OF 2004

IN

SUIT NO.1777 OF 2004

...

Salma Asgarali Makati & Ors. ...Plaintiffs

v/s.

Shabbir Shaikh Shamsuddin

Pachorawala & Anr. ...Defendants

...

Ms.F. Sidhwa i/b M/s.Zaidy & Co. for the Plaintiffs.

Mr.I.M.Shamim for Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 16TH JUNE,2005

P.C.:

1. By consent of the Plaintiff and the Defendant No.1, the Court Receiver of this Court is appointed as the Receiver of the immoveable properties described in Exh.D, excluding the property which is described in bracket at page 50 of the plaint.

2. The Receiver shall take only symbolic possession and appoint the Defendant No.1 as his agent to be in possession of these properties on usual terms and conditions except the condition of royalty and security. The Defendant No.1, however, shall maintain accounts of the income and expenditure in relation to the immoveable properties in relation to which he has been appointed as agent as also of the firm M/s.Raj Backet Factory.

3. Till the Receiver takes possession and appoint the Defendant No.1 as agent of the Receiver, ad-interim order in terms of prayer clause (b) shall operate. Motion disposed of.

. . .